

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF CHANDLER

THIS AGREEMENT is entered into October 23, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CHANDLER, acting by and through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's construction of the Santan Freeway (202L), the City requests the State design or contract for the design of a number of utility and other improvements, on behalf of the City, hereinafter referred to as "Project", at an estimated total cost of \$249,114.00, shown on Exhibit A (estimated cost of \$167,747.00) and Exhibit B (estimated cost of \$81,367.00), both attached hereto and made a part hereof, at the City's expense, which includes a fixed rate of 5% for engineering administration. Additional items related to the Project may be added, upon the mutual agreement of the City and the State.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 25574  
Filed with the Secretary of State  
Date Filed: 10/23/02

Petrey Gayles  
Secretary of State

By: William D. Haenewald

## **II. SCOPE OF WORK**

### **1. The State will:**

a. Upon execution of this agreement, invoice the City in the amount of \$249,114.00 for the estimated costs of the Project, as shown on Exhibit A and Exhibit B (including a fixed rate of 5% for engineering administration), which shall be available to the State to pay actual design consultant payments associated with the Project. Payment of the estimated amount will be due (30) days after receipt of an invoice from the State.

b. Upon receipt of the estimated funds from the City, agree to be authorized agent for the City. On behalf of the City, the State will contract with its design consultant and provide to the City, design plans, specifications and other such documents required for the Project at 95% and 100% completion. The City may provide design review comments at the 95% design completion.

c. Confer with the City on any Project related design modifications. Be responsible for any design consultant claims for extra compensation attributable to the State.

d. Reimburse the City all amounts attributable to Exhibit B in the event the City prevails on their claim to this disputed item.

e. Upon completion of the design of the Project, provide the City with a recapitulation of the Project costs, along with an invoice or reimbursement, for the difference between the estimated amount paid by the City and the actual costs for the Project, including a fixed rate of 5% for engineering administration costs.

### **2. The City will:**

a. Hereby designates the State as authorized agent for the City. Be responsible for the actual costs for design, including a fixed rate of 5% for engineering administration costs for the Project, currently estimated at \$249,114.00.

b. Upon execution of this agreement and within 30 days after receipt of an invoice, remit to the State \$249,114.00 for the estimated costs of the Project, as shown on Exhibit A and Exhibit B (including a fixed rate of 5% for engineering administration).

c. Review the design plans, specifications and other such documents and provide comments as necessary.

d. Be responsible for any design consultant claims for extra compensation attributable to the City. The City agrees to be responsible for any liability that may be a result of that portion of the Project, with the exception of any negligence or conduct on the part of the State. Should the City withdraw its proposed plans for whatever reason, the City shall be responsible for all costs incurred by the State up to the time of withdrawal, unless the reason for the City's cancellation is due to the State's failure to comply with its obligations thereunder.

e. Upon completion of the design of the Project, reimburse the State if the actual costs incurred by the State to accomplish the Project exceeds the amount of the City's remittance, within 30 days after receipt of an invoice for the actual cost of the Project, including a fixed rate of 5% for engineering administration costs for the Project.

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of the Project and reimbursements; provided, however, that this agreement, may be cancelled at any time prior to the award of the Project's consultant contract, with thirty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Department of Transportation  
Joint Project Administration  
205 South 17<sup>th</sup> Avenue, MD 616E  
Phoenix, Arizona 85007  
FAX602-712-7424

City of Chandler  
City Manager, Mail Stop 605  
55 N. Arizona Pl., Suite 301  
PO Box 4008  
Chandler, AZ 85244-4008

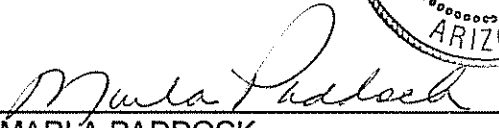
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

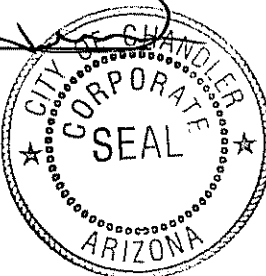
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

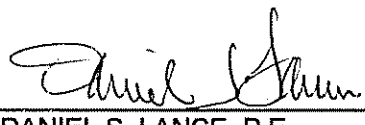
**CITY OF CHANDLER**

By   
BOYD DUNN  
Mayor

ATTEST

By   
MARLA PADDOCK  
City Clerk

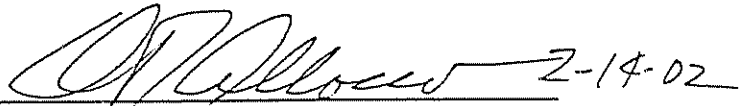
**STATE OF ARIZONA**  
Department of Transportation

By   
DANIEL S. LANCE, P.E.  
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 8<sup>th</sup> day of February, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the Department Of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the CITY OF CHANDLER for the purpose of defining responsibilities for the State to design or contract for the design, of a number of utility improvements on behalf of the City, incident to the State's future construction of the Santan Freeway, 202L.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group

for VICTOR M. MENDEZ, Director

RESOLUTION NO. 3555

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE DESIGN OF CITY UTILITY IMPROVEMENTS ALONG THE SANTAN FREEWAY FROM DOBSON ROAD TO GILBERT ROAD IN A FORM TO BE APPROVED BY THE CITY ATTORNEY

WHEREAS, the City of Chandler desires to include certain utility improvements for water lines, wastewater lines, reclaimed water lines, bus bays, lighting, and fiber optic conduit as part of the Santan Freeway project; and,

WHEREAS, the Arizona Department of Transportation (ADOT) has agreed to include design services for these improvements as part of the Santan Freeway design contract; and,


WHEREAS, the City of Chandler will be required to pay ADOT for the cost of the design services for the utility improvements; and,

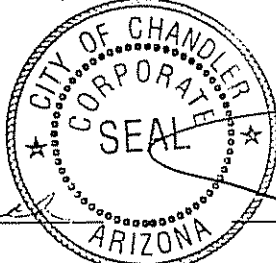
WHEREAS, an IGA is required by the City and ADOT to specify the responsibilities between the parties;


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor be authorized to sign and execute said amended Intergovernmental Agreement on behalf of the City of Chandler in a form to be approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 26<sup>th</sup> day of September 2002.

ATTEST:

  
CITY CLERK



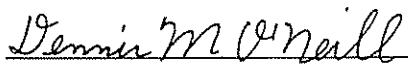
  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 3555 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 26<sup>th</sup> day of September 2002, and that a quorum was present thereat.

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

APPROVAL OF THE CITY OF CHANDLER ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 27<sup>th</sup> day of September, 2002

Dennis M. O'Neill

Attorney

**SANTAN FREEWAY  
DOBSON ROAD TO GILBERT ROAD**

**JPA 02-12**

<b>EXHIBIT A</b>	
<b>CITY OF CHANDLER UTILITY ENHANCEMENTS</b>	<b>DESIGN FEE</b>
<b>WATER LINE DESIGN</b>	
New 36" Water Line (48" sleeve) in McQueen Road across 202L	\$19,373
New 36" Water Line (48" sleeve) in Cooper Road across 202L	\$19,373
New 12" Water Line (24" sleeve) in Gilbert Road across 202L	\$19,375
<b>RECLAIM WATER LINE DESIGN</b>	
New 24" Reclaim Line (36" sleeve) in McQueen Road Across 202L	\$19,373
New 36" Sleeve under McQueen Road at South R/W Line	\$3,130
New 24" Sleeve under Cooper Road at South R/W Line	\$3,130
New 36" Sleeve under Alma School Road at South R/W Line	\$3,130
New 36" sleeve under Arizona Avenue at South R/W Line	\$3,130
<b>BUS BAYS</b>	
Alma School Road	\$5,375
Arizona Avenue	\$5,375
McQueen Road	\$5,375
<b>LIGHTING DESIGN</b>	
Consolidated Canal Under deck lighting	\$11,900
<b>CONDUITS</b>	
Dobson Road Bridge (6-4" conduits)	\$7,990
Alma School Road Bridge (2-4" conduits)	\$7,990
Arizona Avenue Roadway across 202L (2-4" conduits)	\$4,760
McQueen Road Bridge (6-4" conduits)	\$7,990
Cooper Road Bridge (2-4")	\$7,990
Gilbert Road Bridge (2-4")	\$5,000
<b>Subtotal for Utility Relocations</b>	<b>\$159,759</b>
<b>Engineering Administration 5%</b>	<b>\$7,988</b>
<b>TOTAL FOR UTILITY ENHANCEMENTS</b>	<b>\$167,747</b>

9/23/2002

**SANTAN FREEWAY  
DOBSON ROAD TO GILBERT ROAD**

**JPA 02-12**

<b>EXHIBIT B</b>	
<b>CITY OF CHANDLER UTILITY ENHANCEMENTS (NON-PRIOR RIGHTS)</b>	<b>DESIGN FEE</b>
<b>WATER LINE DESIGN</b>	
Existing 24" Water Line (would require a 36" sleeve) in McQueen Road across 202L (upsized to a 36" line with a 48" sleeve) (non-prior rights)	\$19,373
Existing 12" Water Line (would require a 24" sleeve) in Willis Road across 202L at Station 2440+50 (upsized to a 16" line with a 30" sleeve) (non-prior rights)	\$19,373
<b>SEWER LINE DESIGN</b>	
Existing 18" Force Main (30" sleeve) in McQueen Road across 202L (non-prior rights)	\$19,373
Existing 30" Sewer Line (48" sleeve) in McQueen Road across 202L (non-prior rights)	\$19,373
<b>Subtotal for Utility Relocations</b>	<b>\$77,492</b>
<b>Engineering Administration 5%</b>	<b>\$3,875</b>
<b>TOTAL FOR UTILITY ENHANCEMENTS</b>	<b>\$81,367</b>

9/23/2002





JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION  
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : (602) 542-1680  
FACSIMILE : (602) 542-3646


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR02-0198-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: 10 October 2002.

Janet Napolitano  
Attorney General

  
James R. Redpath  
Assistant Attorney General  
Transportation Section

JRR:djd

Enc.